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CURRENT TOPICS

Detention Centre for Young Persons

PURSUANT to s. 18 (1) of the Criminal Justice Act, 1948, a detention centre at Campsfield House, Kidlington, Oxfordshire, became available from 25th August, 1952, for the reception of male persons who have reached the age of fourteen but not the age of seventeen years. It was, therefore, from that date open to the juvenile court (or to the adult court in the circumstances specified in the proviso to s. 46 (1) of the Children and Young Persons Act, 1933) to order the detention in the centre of a young person (male) within the meaning of the Act of 1933. Notice of this is contained in Home Office Circular 167/52, dated 15th August, which has been sent to courts in Bedfordshire, Berkshire, Buckinghamshire, Gloucestershire, Hertfordshire, Middlesex, Oxfordshire, Warwickshire (except Birmingham), Worcestershire, the Metropolitan Juvenile Courts and certain courts in Essex, Kent, Staffordshire and Surrey. Such an order may be made only where the court would have power, but for s. 17 of the Act of 1948, to impose imprisonment on a person who is not less than fourteen but under twenty-one years of age, and if the person concerned has not previously been sentenced to imprisonment or Borstal training. The centre at Kidlington will provide accommodation for some sixty boys. There will be brisk activity under strict discipline and supervision, beginning with early morning physical training followed by domestic duties, full-time education for those of compulsory school age, and work for those over school age. In the evening, there will be classes for those over school age, physical training, gymnastic instruction and other activities. Courts will ordinarily impose the period of three months detention which is laid down (subject to certain exceptions) in s. 18 (1) of the Act of 1948. The object of a detention centre is to provide short, sharp punishment designed to bring home to the offender the gravity of his situation.

A Most Obstinate Man

IN the course of restoration at the Central Criminal Court the plaque commemorating the establishment of the juryman's right to bring in a verdict against the direction of the court is to be moved from its present dark corner to a position of greater prominence. It was on the 14th August, 1670, that William Penn, later to found the great State of Pennsylvania, was charged, with other Quakers, with unlawful assembly in Gracechurch Street. Having been shut out of their meeting house by the soldiery, they had held their religious meeting in the street and Penn and others had spoken " in the spirit." At the trial before the Mayor, Aldermen and Recorder of the City of London, the jury, led by a Mr. Bushell, refused to find that the meeting was "riotous, tumultuous and to the disturbance of the peace." An observer at the trial says the court, on the first refusal " used much menacing language, and behaved themselves very imperiously to the Jury, as Persons not more void of Justice than of Education." On their second refusal, he states that the Mayor and Recorder " took great occasion to vilify the jury with most opprobrious

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language." On the third refusal the Recorder threatened to starve the jury into submission, and the observer records that they were locked up for the night " without Meat, Drink, Fire or any other Accommodation; they had not so much as Chamber-pot, tho' desired." From 7 a.m. next day the jury continued obdurate throughout the day, despite threats by the Mayor to cut their throats, noses and ears, and by the Recorder to have an Act passed by the next session of Parliament to have the protection of the law removed from them. The following day they brought in verdicts of " Not guilty," whereupon they were each fined by the Recorder and sent to Newgate in default of payment. The obstinate Bushell procured his release by *habeas corpus*, Vaughan, C.J., ruling that it was illegal to fine a jury for finding against the evidence—though it had previously been a common practice so to do. The case had an important echo in 1735 at the trial in New York of John Peter Zenger, printer, for libelling the governor, William Crosby, when Andrew Hamilton, attorney for the defence, used the Penn trial with telling effect in curbing efforts by Mr. Justice Delancey to coerce the jury. Hamilton praised Bushell who, " at great Expense and Trouble too," had established that " Jurymen are to see with their own Eyes, to hear with their own Ears, and to make use of their Own Consciences and Understandings, in judging of the Lives, Liberties, or Estates of their fellow Subjects."

Committee on Supreme Court Practice and Procedure: Third Interim Report

THE Third Interim Report of the Evershed Committee, published this week (H.M. Stationery Office, Cmd. 8617, 2s. 6d.), deals with a by-way lying outside the Committee's main terms of reference. In April, 1951, the Committee was asked to consider, as an addition to its principal task, the question whether the Chancery Court of the County Palatine of Durham should continue to exist, and if so, under what conditions. A working party consisting of ROMER, L.J., UPJOHN, J., and Master WILLMOTT investigated this question, and their report has been approved and adopted by the Committee. The main conclusion is that the Court should remain in being, but with certain territorial changes in jurisdiction, and that its rules of procedure should be abolished and replaced by the Rules of the Supreme Court.

Seeing the Sights

IN a letter to *The Times* of 19th August, the writer described how a Swedish lady was taken on a personally conducted tour around the East End of London by a taxi-cab driver, who showed high skill in arranging the tour at a moment's notice. In conversation with the writer, he disclosed that one of his sons, a scholar of a Cambridge college, was reading for the Bar, and his other son, who had also won a scholarship, was articled to a firm of solicitors. The Swedish lady to whom this was explained looked thoughtful, and said: " I shall remember to-day. You have indeed shown me the sights." No doubt this sort of thing is a revelation to citizens, however neutral, living so near to an iron curtain concealing from the world the benefits of a people's democracy. Nevertheless examples of similar entries into the professions can be multiplied, as all who are familiar with the rise of great names in the law are aware. Exceptional men like David Lloyd George among solicitors, and Viscount Simon among barristers, are merely examples of a trend which proves that in this country, as much as anywhere else, the career is open to the talents. An ever-increasing number of the sons of working-class parents have found their way into the legal profession, and nearly every lawyer knows of colleagues who in the past have been manual workers. To-day it is no surprise to those who have lived through half a century of social change to come across a taxi-cab driver whose sons are entering the different branches of the legal profession. The Swedish lady had none the less " been shown the sights."

Law of Parrots

NOWHERE in the world but in England could a judge of the highest appellate tribunal and the senior law officer engage in a flippant correspondence on an almost completely academic point of law in the leading newspaper. LORD ASQUITH OF BISHOPSTONE, in writing to *The Times* with reference to a recent advertisement for " a tutor with Scotch accent to coach parrot," described an imaginary statement of claim against a parrot owner for defamation through his duly authorised parrot. Sir LIONEL HEALD, A.-G., replied (*The Times*, 25th August), asking whether in regarding the question as *res integra* Lord Asquith had not overlooked a dictum in *Chicken* v. *Ham* (Herbert's Uncommon Law Cases, p. 75), in which Lord Lick cited *Silvertop* v. *Stepney Guardian*, in which it was held an actionable libel to teach a parrot to say three times a day after meals: " Councillor Ward has not washed to-day." It is reassuring to find that those in high places can relax, especially during a Long Vacation.

Poetry and the Law

SOLICITOR, poet and housewife, Miss DOROTHY HEATON, who has been in private practice in the first role since 1936 in Preston, has written a neo-Elizabethan marching song, " Good Queen Bess," for the Coronation, to music composed a few years ago by her husband, Mr. ARTHUR V. SHARPLES, a manufacturing chemist, who, besides being a composer, is an accomplished pianist and cellist. The song is a rousing call to the fight for truth and liberty, and it may be first sung at the Preston Guild celebrations in September, which have been held every twenty years since the Middle Ages. A copy of the song was sent to Buckingham Palace and it has been graciously accepted by the QUEEN. Miss Heaton's muse, it is good to note, sometimes dwells on professional themes, such as divorce, and the havoc wrought by the Nazis in the Temple. To those who see in the law just another prosaic, pedestrian, humdrum affair, without heart, romance or poetry, Miss Heaton provides the brave answer.

Education during National Service

THE War Office have issued a pamphlet, " Education during National Service " (H.M. Stationery Office, 3d.), in which they truly state that a man is more likely to make a good soldier if he does not feel that two years in the Army means a complete check to his civilian career. It is stated that at the nominal cost of 10s. any national serviceman may take a correspondence course suitable to his particular needs. Over 600 such courses are available, covering most professional examinations and, *inter alia*, academic examinations up to degree standard. The service includes provision of books. The examinations of various universities and professional bodies may be taken, subject to the consent of the administering body. The pamphlet is addressed to parents, schoolmasters and employers, so that they may make known to their sons, pupils and employees the educational facilities provided by the War Office. Every major unit has one or more warrant officers or sergeants belonging to the Royal Army Education Corps, whom national servicemen can approach in order to discuss their educational needs.

THE RIGHTS OF WAY SURVEY—II

In the first part of this article the procedure for objecting to the draft map and statement of rights of way prepared under Pt. IV of the National Parks and Access to the Countryside Act, 1949, was discussed.

After the settlement of all objections and appeals arising on these drafts, the surveying authority proceed to prepare the provisional map and statement. These are the same as the corresponding drafts except that they incorporate the effect of decisions on objections and appeals arising on the drafts.

The authority have to publish notice of the preparation of the provisional map and statement in the *London Gazette* and in one or more local newspapers, saying where they can be inspected.

The provisional map and statement are only of concern to owners, lessees and occupiers of land, for no one else has any right to object. Owners, lessees and occupiers should take care to inspect the provisional map and statement even if they found no right of way, or only rights which they admitted, across their land when they inspected the drafts. This is important for two reasons:—

(1) Decisions on objections and appeals arising on the drafts may have resulted in new rights being shown on the provisional map which were not on the draft map; although, as stated in the first part of this article, these decisions have to be advertised to give an opportunity for objection to them, it will be easy to miss an advertisement and there is no provision for service of individual notice of decisions on owners of land affected (other than as an objector).

(2) It is only decisions which result in a right shown in the draft being deleted or a new right added that have to be advertised, so that, if, for example, on an objection by a local footpaths preservation society the authority decided that the width of a path should be increased in the statement from 4 feet to 8 feet, this decision would not be advertised and it could only be discovered by inspecting the provisional statement.

Objecting to the Provisional Map and Statement

An objection to the provisional map and statement is made by way of application to quarter sessions for a declaration. The application must be made within twenty-eight days of the publication of the advertisement of the preparation of the map and statement; there is no provision for an extension of time (s. 31).

Any reader concerned with such an application should obtain a copy of the Public Rights of Way (Application to Quarter Sessions) Regulations, 1952 (S.I. 1952 No. 559), which regulate certain details of the procedure.

If the land crossed by the right is in a quarter sessions borough the application is made to the recorder; if outside, to the appeal committee of the county quarter sessions (reg. 1). If the disputed length of right of way lies within the jurisdiction of more than one court, separate applications will have to be made to each court. Notice of the application, specifying (1) the land to which it relates, (2) the grounds upon which it is made, and (3) the name of the surveying authority, has to be given in writing to the clerk of the court and a copy served on the surveying authority and upon any owner, lessee or occupier of land specified in the declaration, all within the twenty-eight days allowed for the appeal (reg. 2). Thus an owner must take care to serve the notice on his own tenant and, if he is alleging that the right crosses not his land but that of his neighbour, on the neighbouring owner, lessee and occupier.

Most of these appeals will be dealt with by appeal committees, and the clerk of the committee will be the clerk of the peace for the county. In most cases the clerk of the peace is also the clerk of the county council who are the surveying authority, and in the latter capacity will already have advised the council in the preparation of the map and statement. Further, the council are bound to appear as respondents on any application and their clerk will be responsible for their representation before the committee. This somewhat embarrassing position will no doubt be suitably overcome by introducing some independent person to sit as clerk to the appeal committee when they are hearing these applications.

An application may be for one or more of four declarations, the details of which are set out in s. 31 (1), but, briefly, they are as follows:—

(*a*) That there is no public right of way as shown in the map.

(*b*) That the right is not of the nature given in the map, e.g., that it is a footpath not a bridleway.

(*c*) That the position or width of a right shown in the map is incorrect.

(*d*) That the right is subject to limitations or conditions not specified in the statement.

Although the owner is the applicant for the declaration, the burden of proving that the right exists and that the map and statement show correctly its nature, position and width, is placed firmly on the respondent authority by s. 31 (3). If the applicant is asking for the inclusion of limitations and conditions (case (*d*), above) the burden is on him to prove their existence (s. 31 (6)).

The right of appeal given to an owner in respect of the provisional map and statement is obviously in many ways more satisfactory than his right of objection to the draft map and statement for—

(1) it is to an independent legal tribunal, not to the surveying authority themselves;

(2) the surveying authority are bound to appear as respondents;

(3) the burden of proof (except in case (*d*)) is placed on the authority;

(4) the appeal is final, subject to the rather unlikely eventuality of a case being stated on a point of law, whereas an objection to a draft map may involve two hearings by the authority and one by the Minister;

(5) there is no question of any member of the public or any preservation society becoming a party to the appeal.

In the light of this, the reader who has to advise an owner may ask whether it would not be better to await the provisional map than to object to the draft map, when he may well disclose his own case to the authority who may be opposing him in the subsequent proceedings without necessarily learning anything of the authority's case and when he may arouse public opposition and give time for further evidence in support of the right to be gathered for the subsequent proceedings.

The decision on when to object is a matter of tactics to be decided in the circumstances of each case, but, in general, the writer would advise that an objection should be made at the draft map stage. The surveying authority may be expected to take a reasonably independent view, as in most cases in compiling the draft map they will only have acted on information supplied to them by parish councils and others; they will be rather judges of the comparative merits

of the information so supplied and that supplied by objectors than judges in their own cause. Further, the fact that the regulations fairly and squarely place the burden of proof on them at the provisional map stage and empower the court to award costs to a successful applicant will serve to prevent any unreasonable decisions on their part.

It may well be that an application to quarter sessions will affect some land other than that of the applicant, e.g., where the applicant alleges that the right the surveying authority had in mind runs not across his land but across that of his neighbour, or where he alleges that the nature or position of the right across his land are not correctly shown.

The Act and the regulations contain detailed provisions designed to ensure that no neighbour shall be adversely affected unless he has had notice of the application and the opportunity of presenting his case to the court. These provisions are, however, not easy to understand, and seem to be in some respects defective.

Where the application is under case (*a*), i.e., that there is no public right of way over the applicant's land, the court is given power by s. 31 (4), if satisfied that there was at the relevant date a right over other land and that this was the right the surveying authority had in view, to make a declaration that the right subsisted over this other land. They may, however, only do this if satisfied that every owner, lessee and occupier of this other land has had the opportunity of appearing before them. Where the applicant alleges that the right runs over another's land he must, as pointed out above, serve a copy of his application on the persons interested in this land. Where the applicant does not allege this, the court may give themselves jurisdiction over other land at any stage of the proceedings by directing the surveying authority to serve notice on the persons interested in the other land (reg. 3 (1)).

Where the application is made under case (*b*) or case (*c*), i.e., that the nature, position or width of the public right is as shown in the application but not as shown in the map, the court appears to be bound, unless the authority succeed in upholding the map, to make the declaration asked for, whether or not the neighbouring landowners across whose land the right would continue have been notified. On the other hand, the court appear to have no power to make a declaration except as to the land of the applicant. If this is correct it has the somewhat absurd result that where the position of the right on the applicant's land is altered by a declaration it may not join up with the length in the next field, or that a right may be a bridleway in one field and a footpath in the next.

It is true that by s. 31 (5) the court may, where satisfied that the true nature, position or width of a right is different *both* from that in the map and that applied for by the applicant, make a declaration as to the true nature, position or width even if this affects another's land, provided that the court is satisfied that the persons interested in this land have had the opportunity of appearing. But if, for instance, an applicant claims that the length of a right over his field is a footpath not a bridleway and the court finds this to be correct, how can it make a declaration under s. 31 (5) as to the nature of the remainder of the length?

Where the court wishes to assume jurisdiction under s. 31 (5) over other land, reg. 3 (2) provides for service of a notice by the surveying authority by direction of the court on the interested parties.

The provisions for service of notice on persons interested in other land, whether by the applicant (reg. 2 (1)) or by the authority (reg. 3 (1) or (2)), refer to service on persons *appearing* to the applicant or the authority to be the owners, lessees or occupiers of the other land. There is no provision in the Act corresponding to s. 106 of the Town and Country Planning Act, 1947, entitling the surveying authority to require information from occupiers or receivers of rent of land as to ownership of the land. Nor does it appear that where the ownership of land cannot be ascertained after reasonable inquiry notice under the regulations can be served by posting notice on the land, reg. 9, which deals with service, containing no provision to this effect, although notices under the Act itself can be served in this way (s. 109). It seems clear that difficulties may arise in the service of these notices and that courts may inadvertently make declarations where the right persons have not been served. If the persons to be served cannot be ascertained, the matter can be dealt with at one of the periodical reviews of the definitive map required by s. 33. If the wrong persons have been served the declaration of the court will nevertheless be effective unless the persons who should have been served challenge the validity of the definitive map (Sched. I, Pt. III, para. 9). It is, therefore, important for owners, lessees and occupiers of land to inspect the definitive map.

The court, having considered the matter, makes the appropriate declaration, the effect of which, subject to an appeal by case stated to the High Court, is incorporated in the definitive map. The court has power to award costs, though an applicant cannot be ordered to pay the costs of more than one respondent, so that if the authority and a neighbouring owner both respond successfully to an application they cannot both be awarded costs against the applicant (reg. 6).

The Definitive Map

When all disputes on the provisional map and statement have been settled, the authority prepare the definitive map and statement, which is the same as the provisional map and statement, except that it incorporates the effect of the determinations of quarter sessions; notice of preparation has to be published in the *London Gazette* and in one or more local newspapers (s. 32 (1)). Within six weeks of this notice the validity of the map and statement may be challenged by application in the High Court on the ground that the map is not within the powers of the Act or that any requirement of the Act or regulations under it has not been complied with in the course of its preparation or the preparation of any draft or provisional map on which it is based (Sched. I, Pt. III, para. 9). Subject to this, the map and statement become operative on the date of publication of notice of their preparation and cannot be questioned in any legal proceedings (Sched. I, Pt. III, para. 10).

As mentioned in the first part of this article the definitive map and statement are conclusive as to what they contain, but not as to what they omit (s. 32 (4)). Therefore the fact that a right does not appear in the map does not necessarily mean that it did not exist at the date of the map. Further, the map in no way stops the acquisition by the public either by express dedication or by user of new rights of way, and in no way diminishes the desirability from an owner's point of view of erecting notices on his land negativing an intention to dedicate or of depositing with the appropriate local authorities maps of admitted rights of way supported by six-yearly statutory declarations that no additional ways have been dedicated, as provided for by s. 1 (3) and (4) of the Rights of Way Act, 1932.

Section 33 of the 1949 Act provides for the surveying authority to review the particulars in the definitive map and statement at at least quinquennial intervals and, where necessary, to prepare revised maps.

R. N. D. H.

A Conveyancer's Diary

EVIDENCE OF LEGITIMACY

Two interesting points on the admissibility of evidence tending to bastardise the issue of a marriage were considered recently by the Court of Appeal in *Re Jenion* [1952] Ch. 454. Before the Law Reform (Miscellaneous Provisions) Act, 1949, came into force on the 16th December, 1949, the relevant rules of the law of evidence were as follows. To the ordinary rule that statements made by those not called as witnesses are inadmissible to prove the truth of the facts stated, there was, among several well-established exceptions, an exception in favour of statements made *ante litem motam* by a deceased person related by blood or marriage to a particular family on questions concerning the pedigree of that family. Such evidence was admitted on the ground that it was frequently the best evidence available to prove the subject-matter of the statement. As Lord Eldon said in *Whitelocke* v. *Baker* (1807), 13 Ves. 511, in a passage quoted by Morris, L.J., in the present case: "Declarations in the family, descriptions in wills, descriptions upon monuments, descriptions in Bibles and registry books, all are admitted upon the principle that they are the natural effusions of a party who must know the truth, and who speaks upon an occasion when his mind stands in an even position without any temptation to exceed or fall short of the truth." But to this exception in favour of hearsay evidence on pedigree matters there was itself an exception. During the subsistence of a marriage neither party was permitted to give evidence, whether oral or otherwise, the effect of which tended to bastardise the issue of the marriage (this was the famous rule restated in, and often spoken of as the rule in, *Russell* v. *Russell* [1924] A.C. 687), and on the same principle the indirect evidence of a husband or wife, i.e., evidence of the terms of some statement, oral or documentary, made by the husband or wife outside the judicial proceedings in which it was sought to rely on that statement, and proved in that proceeding by the evidence of some third party, was inadmissible to prove the facts stated in so far as it tended to bastardise the issue of the marriage.

This state of the law was (as now appears) materially affected by s. 7 of the Act of 1949 (now re-enacted as s. 32 of the Matrimonial Causes Act, 1950), which provides as follows: "(1) Notwithstanding any rule of law, the evidence of a husband or wife shall be admissible in any proceedings to prove that marital intercourse did or did not take place between them during any period. (2) Notwithstanding anything in this section, or any rule of law, a husband or wife shall not be compellable in any proceeding to give evidence of the matters aforesaid." The first question which arose in *Re Jenion* was whether the relaxation of the law effected by this section extended to the indirect evidence of a husband or wife, in the sense in which that expression has been used above, or only affected oral evidence given in the course of judicial proceedings. It was argued that to construe the section as extending to such indirect evidence would make a party to a marriage a compellable witness, and subs. (2) expressly forbade that. It was also said that the reference to compellability indicated that the section was intended to deal only with oral evidence. Nevertheless, the Court of Appeal was unanimous in the view that the section did extend to indirect evidence and that such evidence is now, as a result, admissible to prove the truth of the facts comprehended therein.

In the *Aylesford Peerage* case (1885), 11 App. Cas. 1, the admissibility of certain letters written by Lady Aylesford which, it was said, had some bearing on the legitimacy of her child was one of the questions canvassed, and on this question Lord Selborne, L.C., said (11 App. Cas., pp. 9–10) that these letters could not be admitted as direct evidence of the child's legitimacy, "not on the *lis mota* principle, but on the principle that the mother would not, for that purpose, have been a competent witness, if living." This passage, in the view of the Court of Appeal in the case now under consideration, showed that the only reason why the indirect evidence of a deceased husband or wife admissible in other respects was inadmissible in so far as it tended to bastardise children born during his or her marriage was that the husband or wife, if living, would not have been competent to give evidence to the like effect; to admit the indirect evidence having this tendency of the husband or wife would have been to admit in indirect form that which in direct form would not have been admissible. But now that, as a result of the Act of 1949, the direct evidence of a husband or wife as to non-access has been made admissible, the view of the court was that his or her indirect evidence, provided that it is in other respects admissible, must also be admissible, inasmuch as the reason for its exclusion which had formerly obtained had ceased with the abrogation of the rule in *Russell* v. *Russell* in relation to direct evidence. *Cessante ratione cessat ipsa lex.*

In *Re Jenion* a wife left her husband to live with another man. Statements made by the wife to her daughter concerning the legitimacy of a son born to her were thus held to be admissible in proceedings commenced for the purpose of determining what persons were entitled to the wife's estate upon her intestacy.

The other question in this case arose on certain statements which the man with whom the wife lived after leaving her husband had made concerning the legitimacy of some of the wife's children. It was held in *Battle* v. *Attorney-General* [1949] P. 358, following *Re Davy* [1935] P. 1, that declarations made by the father of the putative father of the claimant could be admitted, as declarations on matters of pedigree by a member of the family, on the question of the claimant's legitimacy. In the present case it was not, apparently, argued that the declarations of the wife's lover were admissible on that principle as evidence of the truth of the matters stated in the declarations, and the question whether *Battle* v. *Attorney-General* was rightly decided or not was not, therefore, considered; but it was submitted that these declarations were admissible, not as evidence of the truth of the matters stated, but as part of the *res gestæ*. The meaning of this distinction can be brought out by reference once more to the *Aylesford Peerage* case, where, although Lady Aylesford's letters were held inadmissible as evidence of the truth of the statements made therein, they were admitted as part of the *res gestæ* because "it is a fact that for some purpose or other the mother wrote a letter containing" [a statement tending to bastardise the issue of her marriage] —*per* Lord Selborne, L.C., *loc. cit.*, at p. 10. On this distinction Jenkins, L.J., in the present case, said that he was in doubt as to the precise extent and effect of the rule, particularly in its application to a mere statement of fact regarding the paternity of a child made many years after the event. "Before the abrogation of the rule in *Russell* v. *Russell*, evidence that a deceased married woman had said: 'The children born during my marriage were not my husband's but another man's,' would not have been admissible to

prove the truth of the statement. How, then, could it advance the matter to admit the same evidence not as proof of the truth of the statement but as proof of the fact that, true or false, the woman did make it? To adduce from the fact that it was made that the woman would have been unlikely to make it if it was not true, and, therefore, that it was probably true, would have amounted to nothing less than doing indirectly the very thing the rule forbade, that is, admitting the woman's statement by a circuitous route as evidence tending to bastardise her children born in wedlock. But short of this, what evidential value can it have? So far as I can see, none, except in the purely negative sense that the statement did not contradict any inference of illegitimacy which might be deducible from the other evidence in the case . . ." ([1952] Ch., at p. 478).

It was unnecessary, having regard to the declarations made by the intestate herself in this case, to rely on the evidence afforded by her lover's statements to any degree, and the question of the probative quality of these statements as part of the *res gestæ* had not, therefore, to be considered except incidentally. But the difficulties implicit in relying on the statements of a deceased person as part of the *res gestæ* are well brought out in this case, and will serve as a reminder that from the practical point of view statements admitted on this principle may be worthless, or almost so.

"A B C"

Landlord and Tenant Notebook

CONDITIONAL ORDER FOR POSSESSION

A NUMBER of points were dealt with in *Tideway Investment and Property Holdings, Ltd.* v. *Wellwood* [1952] 2 T.L.R. 365 (C.A.), and in this article I do not propose to discuss those which concerned jurisdiction and costs, but rather to consider the effect of judgments delivered by the Court of Appeal on difficulties mentioned in the "Notebook" of 31st May last (96 Sol. J. 338), which was devoted to a discussion of the decision at first instance ([1952] 1 T.L.R. 1177).

Briefly recapitulating the relevant facts: landlords of a block of flats ceased (the tenants having obtained reductions of rent) to supply hot water. The tenants proposed to instal their own apparatus, despite covenants restricting the right to make alterations. Negotiations broke down, and certain tenants did instal apparatus, the installation involving in each case the affixing of brackets, or bars, to the underside of a balcony which was not included in any demise. When the tenancy agreements had expired, the landlords sued (in the High Court) for possession, mesne profits, damages for breach of contract, *and* damages in trespass; Harman, J., decided that an offer which had been made by them in the course of negotiations was reasonable, and to refuse possession on the tenants accepting the terms it had contained, as in all the circumstances it would be reasonable to make an order for possession. The form ran, "The Court doth order that upon the execution by the defendant of an agreement in terms to be agreed between the parties or in the alternative to be settled by the judge . . . and upon the deposit and payment . . . of such sums as by the terms of the said agreement are to be deposited or paid . . . this Court doth not think fit to make an order for possession but in default of such execution deposit and payment it is ordered that the plaintiffs do recover from the defendant possession of . . ."

When announcing his decision the learned judge was reported to have said, "but, as I can give or withhold possession at my discretion, I conceive it to be within my jurisdiction to impose this condition on the landlords as part of the terms on which I refuse possession"; which provoked some comment in the "Notebook" referred to above, as I could not see how conditions could be imposed on landlords. This difficulty has now been removed by the judgments of the Court of Appeal, Evershed, M.R., offering this explanation: "I think that the judge meant 'tenants' by 'landlords' in that sentence; at any rate, I think it would not be right to impose terms on the landlords to try to compel them to enter into some agreement." Hodson, L.J., gave a similar explanation.

On the order generally, the Court of Appeal did, in fact, deprecate the use of the word "agreement" and substituted "deed of covenant."

But another difficulty which troubled me has not been completely and satisfactorily solved. Harman, J., found, and the Court of Appeal agreed, that the tenants had committed (i) breach of covenants and (ii) trespass. It was strenuously argued that an order sanctioning the continuance of such should not be made. The arguments were rejected, and as regards the power to refuse possession despite breaches of covenants, I had and have nothing to say (*Bell London and Provincial Properties, Ltd.* v. *Reuben* [1947] K.B. 157 (C.A.) is, I think, sufficient answer: a tenant was allowed to remain in possession though she kept a dog in breach of covenant, her apprehension of burglars making it unreasonable to grant an order). That authority was sufficient to dispose of the complaint that the terms of the tenancy were in effect being varied; indeed, rent restriction legislation necessarily rides roughshod over sanctity of contract; one need only mention the covenant to deliver up at the end of the term.

But the question whether a court of law should authorise or connive at trespass to land seemed to me a very different one, and, in the "Notebook" aforementioned, I mooted the possibilities of injunction and of forceful removal. It is therefore of interest, I trust, to see how the Court of Appeal came to uphold the decision.

Evershed, M.R.'s judgment contains the following passages: (*a*) ". . . So long as the tenants continue in possession in accordance with the scheme which has appealed to the judge, they will not only be in continuous breach of the covenants derived from the leases, but will also be continuing a trespass by the two little bars or the bracket on the underneath part of the balcony." (*b*) "The complaints made against that form of order are, first . . . that by inference the judge has authorised, indeed imposed upon, the landlords a continuing breach of covenant and a continuing trespass. I agree that . . . it would not be, in general, right that the condition should involve the committal of some independent wrong, but, in the present case, it is plain from what I have said that the trespass itself is of a most trifling and unsubstantial character." (*c*) "By making it part of the order that the tenant enter into a deed of covenant in that form, it is not to be taken that the landlords are assenting to, or waiving, the trespass. In the existing circumstances no court would grant an injunction against a continuation of the trespass, but it should be clearly understood that it is open to the landlords, if they desire to do so, to proceed for damages for trespass so long as this stove arrangement continues."

Jenkins, L.J., was equally emphatic about the fact of the trespass, though his statement about the remedy by injunction

was couched in rather less categorical terms. "It should also be made clear that these conditions are not to be regarded as authorising the technical trespass involved in the defendant's installations; although, speaking for myself, I cannot think that, if any further proceedings were brought about this trifling matter, the court would be prepared to grant an injunction. It seems to me that the case would be one in which justice would be met by purely nominal damages." Hodson, L.J.'s short judgment made no reference to this point.

Now, this is all very well, but I cannot help feeling that one possibility has been overlooked or not adequately provided for (or against). Trespass is one of those torts to which the aggrieved party may lawfully react by self-help. One may speculate on what would have happened if the plaintiffs had forcibly removed the offending brackets before action brought, and perhaps have omitted their claim for damages for trespass altogether if that measure had not brought about agreement; but it is more interesting to consider what would be the position if they were to instruct (possibly acrobatic) servants or agents to sever the bars and brackets now. Contempt of court? Surely not, in view not only of the statements that the tenants "will be continuing a trespass" but the emphatic declarations that conditions were imposed not on the landlords but on the tenants. The plaintiffs were told that they could proceed for damages if they wished to, that the damages would be likely to be not worth suing for, that they could not hope for, or at least expect to be granted, an injunction. There seems to be no reason why, being law-abiding citizens, they should not avail themselves of extra-judicial remedies permitted by law; an exposition of the law in question will be found in the judgment of Chitty, J., in *Lane* v. *Capsey* [1891] 3 Ch. 411, which, while admittedly the approach was via the law relating to abatement of nuisances or obstructions interfering with rights of way, shows that self-help may be resorted to even after an injunction has been refused.

R. B.

HERE AND THERE

GOOD WORK BY DEPUTY

IT is strange how many people believe that it is actually easy to love one's fellow men, that almost any decent person can do it without any effort worth speaking of. True, kind thoughts and even kind actions in theory and at a reasonable distance are, of course, easy enough. Oppressed workers and peasants in remote countries, or even nearer home in remote counties, can be, in the mass, very rewarding objects of emotional sympathy. It is the man in the next house or in the next street or in the rush-hour Underground who really puts the strain on our better nature. But in the deep soothing ointment of universal philanthropy it is generally felt by the socially conscious that any failure in that respect counts only as a very small fly. Now, properly used, that ointment ought not to be a balm for our own souls or, if you prefer it, for our social consciences, and, if that's how it is used, it's used all wrong. When love of our neighbour or doing good to our neighbour was known to be difficult it was indeed a virtue; when it's assumed to be easy it becomes merely a hobby. Besides there is in that particular hobby a great deal more of personal daintiness and refinement than of actual kindness as such. The objection to flogging and burning and starvation and filthy living conditions is, more often than not, their messiness or their aesthetic deficiency or else their coarse and brutal deficiency in good manners. Apart from that sort of revulsion, there is rarely any very deep indignation at an invasion of simple ordinary human rights as such in house and home and ordering your own life in your own way. If such a widespread indignation did exist, half the schemes of the planners would crumble to dust before it. Now, it is because our good works are remote and theoretical and all-embracing, where they ought to be personal and practical and particular, that they are so ruinously expensive and (considering how much is spent on them) so sadly ineffective. Is there any doubt that on the results of a Gallup poll to find how many people would rather work very hard on committees organising help for leprous negroes and how many would rather actually go and nurse them, the committee rooms would be full to bursting and the wards would be, to say the least, not over-staffed? It takes one sort of mind to hire other people (or to levy funds for hiring other people) to clean up the miseries of the world and quite another type of mind to go out like Group Captain Cheshire and do it yourself.

CRIME AND PUNISHMENT

ALL this, of course, has a very close bearing on the problems of prison conditions, capital punishment and the treatment of naughty and often wicked children (polysyllabically disguised as "juvenile delinquents.") The ordinary run of normally selfish people are for hanging the killers, beating the brutes, and putting the same emphatic capital P in Prison and Punishment. Well, many think that from the human point of view that is an over-simplification and so it is. But surely the common sense of the thing is that it is those who want more trouble taken—more care, more subtlety—to be the ones to take the trouble and pay for it and that doesn't mean putting a guinea on a subscription list, or sitting on committees or looking in as a visitor. It is all very well to feel a generous enthusiasm for the noble experiment of the sort of Borstal from which the egress is easy if you are a politician or an idealist living nowhere near the place, but your exhortations to the neighbouring householders to bear the trifling inconvenience of having their homes rifled in the name of the future of humanity would carry more conviction if you moved into the district yourself. Without that it is too much like idealism by deputy. The fact is that while lots of people have rather nice instincts few have the stamina for real unremitting self-sacrifice or the personality to make it effective. That practical idealist, the late Sir William Clarke Hall, whose work as a metropolitan magistrate changed the whole face of the treatment of young offenders, had alike the stamina, the intelligence and the personality. He won his war against cruelty and indifference at any rate in large measure. Now the danger is that softer heads and weaker personalities will lose the peace and exasperate a public that, on the workings of average common sense, knows a naughty little brute when it sees one, into demanding a far more rigid harshness.

AVERAGE NAUGHTINESS

THE "average naughty boy" is known to the law. No doubt he's been robbing orchards ever since there were cultivated fruit trees and no doubt the beatings he's had for it have done him no harm. No doubt whenever he's had the splendid chance he's dropped ripe plums from cathedral towers on to the heads of church dignitaries. The fellows of two scouts who tried it at Exeter recently seem to have found the right psychological answer in making them stand under a tall tree while potatoes were dropped on them. But what other things do boys do and when does it go beyond "average naughtiness"? Take a few random instances out of quite recent news items. There was the gardener's boy in a council park who snapped off 327 chrysanthemums and did £121 worth of damage to spite the foreman. There were the sixteen year olds who stole a £2,000 gold snuff box of the 18th century

from the Maritime Museum at Greenwich and broke it up. There were the three children who threw stones through a £1,000 stained glass window at Nunstead Parish Church. There was the eight year old who stole three mail bags from a train at Portsmouth. There was the boy who gave a shop manager a drink with potassium cyanide ("I wanted money badly as I had been gambling with cards.") It was by a miscalculation that he mixed it with a mineral water that neutralised the poison. Children and young persons can be just as various and, indeed, deadly in their misdeeds as their elders and it would not be very satisfactory if people lost patience and started hitting out indiscriminately at them right and left. But if anything was likely to start it, it would be the tendency there has been in some quarters to condone almost any steps they cared to take to compensate themselves for the "grievance" of not living in "ideal" conditions in an "ideal" world with anything they happened to fancy ready to hand. In Campsfield House, Kidlington, they have found it necessary to prepare a tougher sort of reform school, "a short sharp shock" detention centre, with P.T. and workshops for seven and a half hours a day and domestic chores, not quite as close to a mixture of a public school and a country-club as some other establishments. No doubt in the infinite variety of human nature there's room for both.

RICHARD ROE.

BOOKS RECEIVED

Encyclopædia of Planning, Compulsory Purchase and Compensation. Revision 13, 1st July, 1952, for Vols. 10 to 12. London: Sweet & Maxwell, Ltd.

Simon's Income Tax Service. Release on the Finance Act, 1952, with Annotations. Edited by Butterworth's Legal Editorial Staff, with income tax examples by A. O. COWAN, B.A., A.C.A., and profits tax and excess profits levy examples by J. E. HARRIS, B.Com., F.A.C.C.A. 1952. pp. iv, 138 and (Index) 10. London: Butterworth & Co. (Publishers), Ltd.

The Construction of Deeds and Statutes. Third Edition. By Sir CHARLES E. ODGERS, M.A., B.C.L., of the Middle Temple, Barrister-at-Law, late Puisne Judge of the High Court of Judicature at Madras. 1952. pp. xxvi and (with Index) 351. London: Sweet & Maxwell, Ltd. 30s. net.

Current Legal Problems 1952. Volume 5. Edited by GEORGE W. KEETON and GEORG SCHWARZENBERGER, on behalf of the Faculty of Laws, University College, London. 1952. pp. vii and (with Index) 339. London: Stevens & Sons, Ltd. 37s. 6d. net.

Consequential Fire Loss Insurance in the United Kingdom and Eire. First Edition. By LYNDESAY M. CURRIE, Associate of the Chartered Insurance Institute. 1952. pp. (with Index) 178. London: Gee & Co. (Publishers), Ltd. 21s. net.

The Sale of Land. By EDWARD F. GEORGE, LL.B., Solicitor of the Supreme Court, Attorney of the Supreme Court of South Africa, Attorney of the High Court of Southern Rhodesia. 1952. pp. lxiii and (with Index) 576. London: Sweet & Maxwell, Ltd. £3 3s. net.

"Current Law" Income Tax Acts Service. ["Clitas"]. Release 5. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. Edinburgh: W. Green & Son, Ltd.

The Elements of Estate Duty. By C. N. BEATTIE, LL.B., of Lincoln's Inn, Barrister-at-Law. 1952. pp. xxiv and (with Index) 194. London: Butterworth & Co. (Publishers), Ltd. 22s. 6d. net.

Oyez Practice Notes No. 31: Legitimacy and Legitimation. Revised Reprint. By A. L. POTEZ, B.A., of the Middle Temple, Barrister-at-Law. 1952. pp. 48. London: The Solicitors' Law Stationery Society, Ltd. 6s. 6d. net.

Dr. Walter Baily, 1529-1592, Physician to Queen Elizabeth. By L. G. H. HORTON-SMITH, M.A., and late Fellow of St. John's College, Cambridge, F.S.A. (Scot.), and of the Honourable Society of Lincoln's Inn, Barrister-at-Law. 1952. pp. (with Indices) 114. St. Albans: The Campfield Press. 10s. 6d. net. (Copies obtainable from the Author, at 26 Rivercourt Road, London, W.6, by post 12s.)

REVIEWS

Coulson and Forbes on the Law of Waters and Land Drainage. Sixth Edition. By S. REGINALD HOBDAY, O.B.E., of Gray's Inn, Barrister-at-law. 1952. London: Sweet and Maxwell, Ltd. £8 8s. net.

Coulson and Forbes on Waters is without a rival in the subjects it covers and this is a particularly important edition of an indispensable work. It is twenty years since the last edition was published and in those twenty years five statutes of the first importance in this branch of the law have come into operation—the Water Acts, 1945 and 1948, the River Boards Act, 1948, the Coast Protection Act, 1949, and the Rivers (Prevention of Pollution) Act, 1951. Other measures, such as the Transport Act, 1947, have also had a considerable, although incidental, effect on the subject-matter of this book. All this legislative activity has produced its inevitable crop of orders and regulations: thirty-nine statutory instruments are printed in full in the appendix, as against a bare seven in the last. The task of working all this new material into the fabric of the book has, therefore, been immense.

In persuading Mr. Hobday to undertake this task, the publishers have been extremely fortunate. To anyone with practical experience of the law of water and watercourses his name is well known as that of the chairman of the committee which in 1949 issued a report (commonly called the Hobday report) on the prevention of river pollution. This report formed the basis of the amendments made by the Rivers (Prevention of Pollution) Act, 1951, and Mr. Hobday may thus be looked upon as in large measure the author of that Act. It is not surprising, therefore, to find the law of pollution and all such related topics as riparian rights, easements of water and fisheries treated with a rare air of authority in this book. Indeed, the whole of the first part of the book, which deals with water rights generally, is all that the practitioner could desire. It is, with addenda, completely up to date, and the only omission in respect of recent matter revealed by a check (s. 46 of the Housing Act, 1949) is doubtless explained by the fact that water supply is not in any case fully treated here—presumably because it is adequately covered by other publications.

Part II (land drainage) is less satisfactory. All the important statutes relevant to Pt. I are printed with annotations in the appendix, but these prints are merely a useful addition to that part of the book, not an integral portion of it. Part II, on the other hand, contains little more than a longish introduction to the statute law on land drainage, and for detail one must turn to the annotated statutes. This does not allow of the same satisfactory treatment of difficult or complicated decisions (e.g., *East Suffolk Catchment Board* v. *Kent* [1941] A.C. 74, and *Marriage* v. *East Norfolk Rivers Catchment Board* [1950] 1 K.B. 284) as is afforded in Pt. I, and the generally excellent index does not appear to be as fool-proof in its references to this part of the book. But if not entirely satisfactory in form, Pt. II is fully comprehensive and the patient reader at least will find all he wants here.

There is no note of the date at which the law is to be taken as stated. The several pages of *addenda* include matters as separate in time as the decision in *Smith & Snipes Hall Farm* v. *River Douglas Catchment Board* (oddly enough, not noted on appeal, when the decision at first instance was reversed: [1949] 2 K.B. 500) and the Rivers (Prevention of

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Dartford.—GRIGGS & CO., Auctioneers, Surveyors and Estate Agents, Station Approach. Tel. DARtford 2994/5. And at 43 Station Road, Swanley, Kent. Tel. Swanley Junction 229.
East Kent.—WORSFOLD & HAYWARD, offices at 3 Market Square, Dover; 11 Queen Street, Deal; 4 St. Margaret's Street, Canterbury. Established 1835.
Folkestone.—GEO. MILNE & CO., Auctioneers and Valuers, 107 Sandgate Road. Tel. 3619.
Folkestone.—SHERWOODS (W. R. Boughton, F.A.I.), Valuers, Chartered Auctioneers and Estate Agents, 100 Sandgate Road. Tel. 2255/6.
Folkestone.—TEMPLE, BARTON, LTD., F.A.L.P.A., 69 Sandgate Road. Tel. 2258/9.
Folkestone and District.—BANKS & SON (Est. 1852), Auctioneers, Surveyors, etc., 85 Sandgate Road. Tel. 4509/3559.
Folkestone and District.—I. W. L. EVELYN, F.A.L.P.A., Estate Agent and Valuer, Valuations for Probate, Mortgage, etc., 34 Guildhall Street, Folkestone. Tel. Folkestone 3632/2450.
Folkestone and District.—SMITH-WOOLLEY & CO., Chartered Surveyors, Chartered Land Agents, Valuers, Estate Agents, Manor Office. Tel. 51201/2.
Gravesend and Dartford.—PORTER, PUTT AND FLETCHER, F.A.I., incorporating DANN & LUCAS. Tel. Gravesend 388 and Dartford 3326.
Maidstone.—PAGE & WELLS, Devonshire House. Tel. 3613. Auctioneers, Valuers and Estate Agents.
Margate.—CLARKE & CRITTENDEN, F.A.L.P.A., Auctioneers and Valuers. Offices: Cliftonville and Westbrook.
Orpington, Petts Wood and West Kent.—MULLOCK, (A. F.) & GOWER (A. F. Mullock, J.P., F.A.L.P.A., C. H. Gower, F.A.I.), 139 High Street. Tel. Orp. 5681/2. And Station Square, Petts Wood. Tel. Orp. 3444

(continued on p. xi)

Pollution) Act, 1951, so that it would seem that the text was finally prepared not later than 1949. The tables of cases and statutes are, however, right up to date in that they include references to the *addenda*. References to the best available reports of recent cases are not always given. But these are minor blemishes, of small account beside the very solid achievement on which the editor can be congratulated as a result of his vast labours on this famous book.

TALKING "SHOP"

THURSDAY, 7TH *August*, 1952

This is the season when "the gentleman attending to the matter is on holiday." Though the "gentleman" may be building sand-castles at Bognor Regis, or clinging to some precipice in the Alps, or poising a trout-fly in the Hebrides, the traditional phrase happily contrives to suggest that he is present in spirit and giving "the matter" unremitting attention.

It is fashionable to deride such clichés, and rightly so when the cliché is used to cloak poverty of thought *in a matter requiring thought*. But those purists to whom the cliché is anathema would, by some paradox, have us always call a spade a spade. They would seem to ignore the true advantage of calling a spade a spade, which is quite simply that you do not have to think about the word at all, either at the transmitting or receiving end; it is a spade—the cliché *par excellence*—and that is an end of the matter. In the same fashion the cliché has its uses, at least in business correspondence, inspiring confidence in the writer that he will not be misunderstood, and in the reader that he has no elegant turn of phrase to decode. So let us cherish the cliché and eschew misplaced originality. Who would have his morning mail composed in modern verse?

MONDAY, 11TH

The operation of conferring a general power of appointment under a special power would seem hazardous, raising questions of perpetuity, inadmissible objects and *delegatus non potest delegare*. None the less it can, in a suitable case, be done. A by his will settled funds upon his daughter B for life, with power for her to appoint in favour of her issue by will or codicil—a special power containing no unusual features. Can B appoint in favour of her daughter C for life, with remainder to C's son D for life, with remainder as D shall by will or codicil *generally* appoint? Yes, as to the life interests of C and D which will vest at B's death. Yes, also, as to the general power to be conferred upon D, *if* D was born in A's lifetime. [See, as to the last point, *Slark* v. *Dakyns* (1874), L.R. 10 Ch. 35 (donee born at creation of power), and *Wollaston* v. *King* (1869), L.R. 8 Eq. 165 (donee unborn at creation of power).]

FRIDAY, 15TH

One of the most winning traits of the client is a steadfast faith in the objective nature of civil rights, as though every human relationship were held in a vice as firm as the law of the Medes and Persians, which altereth not. "My landlord has sent me a notice to quit . . . Isn't that illegal?" To attempt to explain that a notice may be ineffective or misconceived but not "illegal" is just so much waste of time. To the client, happily, all his geese are swans, all is black or white, legal or illegal: better leave it so. But sometimes evasion is not so easy. How incredulous will the client become, if you are driven to explain that in respect of some disputed item of repair no liability rests upon landlord or tenant! "But surely one of us must be liable! Doesn't that make the lease illegal?"

It would be sad indeed to part company with these ingenuous questions, yet one may ask whether an educational system that still includes Hengist and Horsa and the uninspired behaviour of tangents and isosceles triangles might not find room in the syllabus for some fundamentals of English law. Already it seems that some schools teach a subject darkly known as "civics"—a term that covers, *inter alia*, the parliamentary system. Allowing that by Latin derivation the purpose of education is to "bring out" rather than to implant knowledge, it may be thought that a child who leaves school knowing (let us say) how to distinguish contract from tort, civil from criminal law, a solicitor from a barrister and a mortgagor from a mortgagee would be better equipped for civil life than one who had merely acquired a marked distaste for logarithms. One possible text-book would be that little masterpiece of abridgment, ***John Citizen and the Law***, by Ronald Rubinstein, published in the Pelican series.

MONDAY, 18TH

Some useful phrases for employment in the solicitor's office, of special service when "the gentleman attending to the matter is away":—

PHRASE, ETC.	TRANSLATION
We	A collective term comprising others who, if consulted, would probably disagree with the writer's views.
We have the matter in hand	We have heard something about this before (where are those holiday notes?).
The matter is receiving attention	The matter is receiving no attention.
We regret that we failed to make the matter clear	You are less intelligent than we had supposed.
Taking a broad view	Saying what we think you would like to hear against our better judgment.
Though not without diffidence	Don't blame us if something goes wrong.
We feel confident that	We had this from somebody else (preferably counsel).
We are at a loss to understand	We understand only too well but think you are behaving rather badly.
We are awaiting instructions	We forgot to write to our client.
Have a sight of (Admiralty)	See.
Gone amissing (Scots)	We've gone and lost it.
Without prejudice (litigious)	It's foolish but it's fun; let's all be as biased as possible.
At your convenience	Fairly soon.
At our convenience	Nil.
As soon as possible, without delay, forthwith, immediately, as a matter of urgency, etc.	Terms of expedition. See "At your convenience."
Naval occasion	See "Have a sight of."

"ESCROW"

Mr. HARTLEY BRAMWELL, assistant solicitor to York Corporation, has taken an appointment in the legal department of the Hampshire County Council.

Mr. JAMES A. MCDONALD has been appointed an assistant solicitor in the Wigan Town Clerk's Department.

MR. W. G. WELLER

Mr. William George Weller, solicitor, of Bromley, died on 6th August, aged 74. Admitted in 1903, he had been president of Kent Law Society, president of Bromley and District Law Society, and a director of the Solicitors' Benevolent Association.

NOTES OF CASES

COURT OF APPEAL

LANDLORD AND TENANT: ALTERATIONS TO PREMISES CONTRARY TO HEADLEASE: LIABILITY OF PROPOSED SUB-LESSEE

Jennings & Chapman, Ltd. *v.* Woodman, Matthews & Co.

Somervell, Denning and Romer, L.JJ. 18th July, 1952

Appeal from Ilford County Court.

The plaintiffs, who were builders, were lessees of shop premises under an agreement which contained the usual provision against sub-letting without consent, and also provisions against making alterations or using the premises otherwise than for retail trade. The plaintiffs agreed to sub-let part of the premises to the defendant, a solicitor practising under a firm name, and to alter them into offices for him at his expense. When the alterations were completed, the plaintiffs' landlords refused to agree to them, so that the proposed sub-letting fell through. At all material times the defendant had knowledge only of the provision against sub-letting. The plaintiffs obtained judgment in the county court for the cost of the alterations. The defendant appealed.

SOMERVELL, L.J., said that the principles laid down in the "frustration" cases were not of assistance. The plaintiffs must be taken to have known the provisions of their lease, and the basis of their agreement with the defendant was that they were entitled to make the alterations. The defendant, on the other hand, knew only of the provision against sub-letting, and being a solicitor, could assume that consent would have to be given. If the decision below were right, the plaintiffs could have succeeded even if the work had been stopped by the head lessor when half-finished. The plaintiffs had held themselves out as having been entitled to make the alterations, and gave no indication that any special consents were required. In those circumstances, the risk fell on them.

DENNING, L.J., said that, as was said in the *British Movietonews* case ([1952] A.C. 166; [1951] 2 T.L.R. 571), "a fundamentally different situation unexpectedly emerged." The parties did not anticipate it or provide for it; they could not now say what provision they would have made to meet it, there were no words in the contract to cover it. The law itself must decide the rights of the parties. The plaintiffs knew all the circumstances; the defendant did not. The plaintiffs were doing work on their premises which might be of some use to them if the underlease fell through, but which could not benefit the defendant. Accordingly, it would be right to hold that the risk should fall on the plaintiffs.

ROMER, L.J., agreed. Appeal allowed.

APPEARANCES: *F. D. L. McIntyre* (*Woodman, Matthews & Co.*); *E. D. Sutcliffe* (*Franks, Charlesly & Leighton*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law.]

JOINT TENANCY OF HOUSE: SURRENDER BY ONE TENANT: RIGHTS OF SUBSEQUENT MORTGAGEE

Leek & Moorlands Building Society *v.* Clark

Somervell, Birkett and Hodson, L.JJ. 21st July, 1952

Appeal from Birmingham County Court.

Before December, 1950, B, Ltd. owned a long lease of a house which they let to the second defendant E and his wife, the third defendant, as joint tenants. On 21st December B, Ltd., agreed to sell the house to E "subject to the existing tenancy"; on 1st January, 1951, E agreed to sell the house to C, the first defendant, with vacant possession on completion. On 12th March, 1951, the arrangement was completed by an assignment by B, Ltd., and E, as beneficial owners, to C. On 13th March C mortgaged the house to the plaintiffs. About the same time he purported to let the house to E, who had remained in possession on payment of rent. C fell into arrears in his payments under the mortgage and the plaintiffs obtained judgment for possession against him in the High Court; E and Mrs. E were added as defendants and the proceedings against them were remitted to the county court. The judge held that E and Mrs. E were joint tenants; that she was entitled to be consulted if the premises were sold and the joint tenancy terminated; and that the agreement between E and C was made without her knowledge or authority; he gave judgment for the remaining defendants. The plaintiffs appealed.

SOMERVELL, L.J., reading the judgment of the court, said that the plaintiffs had relied on *Doe d. Aslin* v. *Summerset* (1830), 1 B. & Ad. 135, as supporting the contention that E's action had brought the joint tenancy to an end. In that case there was a lease from year to year, and it was held that a notice to quit given by one joint lessor was effective; that was an illustration of the principle that, if a joint enterprise was due to terminate on a particular day, all concerned must agree if it was to be continued. That principle might well apply to joint lessees of a periodic tenancy; when there was a term certain with a right of renewal both lessees must concur in a renewal. The question was whether that principle applied to a surrender. When the question was the right of determination before the expiration of the full period of the lease, and the matter was not provided for expressly, it was proper that such a right should be exercisable only if all the tenants concurred. Even if it were wrong to say that a right to determine within the period of a lease was distinct from a right to terminate a periodic tenancy, it was plain that, in the absence of express words or authority, one of two joint lessors could not surrender rights held jointly. The decision below was right. Appeal dismissed.

APPEARANCES: *L. A. Blundell* and *A. K. Kisch* (*J. E. Lickfold & Sons*, for *Rollason, Clift & Holmes*, Birmingham); *W. R. Handforth* (*Saunders, Sobell & Co.*, for *Stanley A. Coleman*, Birmingham).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law.]

CHANCERY DIVISION

FAMILY PROVISION: WIFE: PROOF OF MARRIAGE

***In re* Peete; Peete *v.* Crompton**

Roxburgh, J. 18th July, 1952

Adjourned summons.

The plaintiff applied for provision under the Inheritance (Family Provision) Act, 1938. She was originally married to A.S., but stated in evidence that her first husband was killed in an explosion at an explosive works at Faversham in 1916, that she was so informed by her husband's sister who, however, when called on to identify the body of A.S. among the victims of the explosion had been unable to do so. In the cemetery of Faversham was a memorial to the victims of the explosion which, among seventy-three names, bore the name of one "H.S.", and a grave nearby contained the bodies of twenty-nine unidentified persons. In June, 1919, the plaintiff went through a marriage ceremony with the testator.

ROXBURGH, J., said that the burden of proof was on the plaintiff, who had to prove that she was married to the testator. The plaintiff attempted to discharge that burden of proof by producing a marriage certificate, valid in form, in which she was described as a "widow," but she was unable to produce a certificate of the death of her first husband. The learned judge then considered the presumptions in *Spivack* v. *Spivack* (1930), 46 T.L.R. 243, and *Tweney* v. *Tweney* [1946] P. 180, and continued that at first sight it seemed hard that a person producing a certificate of marriage should be put to the proof of her capacity to be married, but an examination of the Marriages Act, 1836, showed that a registrar was not empowered to demand from a person describing herself as a "widow" a certificate of death of her first husband: he would ask for one as a matter of practice, but if he could not get it he could not refuse to marry the parties. No certificate could have been produced in the present case, and under such circumstances, no statement in the marriage certificate now produced could be said to have any paramount validity. In accordance with the principle in *In re Stollery* [1926] Ch. 284, if the certificate had not been challenged, it would have been right to act on it, there being no reason to doubt that the plaintiff was a widow. The certificate, and the statement of the plaintiff that her first husband died in 1916, would be sufficient to establish a validly contracted marriage in the absence of "some evidence which led the court to doubt that fact" (*Tweney* v. *Tweney*). But the evidence in the present case led to a doubt. The plaintiff's knowledge was derived from the sister, whose knowledge was hearsay and uncorroborated. The certificate took the matter no further, as it was based only on the plaintiff's knowledge. Accordingly, the plaintiff could not be held to have established

the death of A.S. in 1916 and judgment had to be given for the defendant.

APPEARANCES: *F. B. Marsh* (*Kinch & Richardson*, for *T. G. Baynes & Sons*, Bexleyheath); *E. M. Winterbotham* (*Walter O. Stein*).

[Reported by CLIVE M. SCHMITTHOFF, Esq., Barrister-at-Law.]

COMPANIES: WINDING UP: MEMBER OF COMMITTEE OF INSPECTION A MANAGING CLERK OF LIQUIDATOR'S SOLICITORS

***In re* F. T. Hawkins & Co., Ltd.**

Wynn Parry, J. 14th July, 1952

Summons in Chambers (reported by leave of the learned judge).

In the winding-up of a company, a member of the committee of inspection was a managing clerk employed by the liquidator's solicitors. On taxation of the solicitors' costs, the taxing officer disallowed all profit charges on the ground that the case was covered by the Companies (Winding-up) Rules, 1949, r. 163, which provided that no member of a committee of inspection shall, except with sanction of the court, directly or indirectly, by himself or any employer, clerk, agent or servant, be entitled to derive any profit from the winding-up.

WYNN PARRY, J., said that he was told that it was at the request of the petitioning creditor that the clerk was nominated to the committee of inspection, the petitioner residing a considerable distance from London. The solicitors had made a mistake, and if the firm desired to accept the retainer, the clerk ought to have resigned from the committee. There was no imputation whatsoever against their *bona fides* in the matter. This was a practice which ought to cease as soon as possible because, if it were followed, there must result a conflict between interest and duty, a conflict which the court never allowed to arise if it could help it. The word "by" in r. 163 should be treated as equivalent to the phrase "in the person of," and, alternatively, if that construction was wrong, the member of the committee, being an employee of the solicitor who had derived the profit, must be said to have derived some part, however indefinable, of that profit made by his employer; as a result of the transaction, the funds of the employer with which he was enabled to pay the employee were swollen, and, as an alternative view, he (the learned judge) thought that would be sufficient to cover the case. Though the transaction here disclosed was said to be by no means infrequent, and, as had been stated, he (the learned judge) acquitted the solicitors, the liquidator and the committee of inspection of anything more than a mistake, this practice ought to cease and the application had, therefore, to be refused.

APPEARANCES: *C. R. D. Richmount* (*Lesser, Fairbank & Co.*); *Denys B. Buckley* (*Solicitor, Board of Trade*).

[Reported by CLIVE M. SCHMITTHOFF, Esq., Barrister-at-Law.]

QUEEN'S BENCH DIVISION

REVENUE: SERIAL BOOKS OF TICKETS FOR ADMISSION TO FOOTBALL STAND: INCIDENCE OF ENTERTAINMENT DUTY

Customs and Excise Commissioners *v.* Queen's Park Rangers Football and Athletic Club, Ltd.

Lloyd-Jacob, J. 30th July, 1952

Action.

The defendant club issued, in advance of the season, books of tickets for numbered and reserved seats in the stands at home matches. Each book contained fifty-six separate tickets, that being the estimated number of home matches. The prices of the books were £6 6s. or £4 16s. 3d., according to position, those sums being computed on the basis that each ticket would cost a specified amount, being less than the price at which such tickets were otherwise offered to the public. In the action it was contended for the Crown that the sums received in respect of the books were "lump sums" within the meaning of s. 1 (4) of the Finance (New Duties) Act, 1916, which provides: "Where the payment for admission to an entertainment is made by means of a lump sum paid . . . for the right of admission to a series of entertainments . . . the entertainment duty shall be paid on the amount of the lump sum."

LLOYD-JACOB, J., said that "sum" appeared to have two connotations; that of an aggregate of currency tokens, so many pounds and so many shillings; and that of an addition of individual amounts to create a sum, for instance, one guinea plus four half-guineas plus eight crowns. The first connotation must always be present in respect of a money payment, so that *prima facie* "lump" in relation to the sum must define or qualify the second connotation. It was here used in contradistinction to "aggregate," and applied where the creation of the total sum could not be directly referred to both the number of individual items and the individual values of each item. Unless a sum could be directly equated in terms of number and individual value, so as to become an aggregate sum, it was a lump sum. Here the defendants had determined the separate prices at which reserved seats would be offered to persons willing to patronise all home games, and it was beside the point that there were different prices for other persons. The defendants' contention was also supported by the fact that the number of home games was only estimated. The Crown's contentions failed. Judgment for the defendants.

APPEARANCES: *B. J. MacKenna*, Q.C., and *J. P. Ashworth* (*Solicitor for Customs and Excise*); *J. Millard Tucker*, Q.C., and *J. W. P. Clements* (*Evan Davies & Co.*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law.]

PROBATE, DIVORCE AND ADMIRALTY DIVISION

ADMINISTRATION: INTESTACY: DECEASED DOMICILED ABROAD

In the Estate of Kaufman, deceased

Lord Merriman, P. 23rd June, 1952

Appeal from registrar (heard in open court).

The deceased died intestate in a Polish concentration camp in 1943, domiciled in Holland. His daughter Martha Sara Levy, the only person entitled to his estate, survived him, but died before obtaining a grant. The deceased left estate in England worth £153. Letters of administration to the estate of Martha Sara Levy were granted in England to Leo Kaufman, a brother of the deceased, in June, 1951, and he applied in April, 1952, for a grant of letters of administration to the estate of the deceased as the person entitled to such grant under English law. The application was refused in view of a procedure direction dated 1st March, 1951 (see [1951] W.N. 167). The registrar held that evidence must be adduced as to the person who would be entitled to administer the estate under Dutch law, and that it was that person who must apply in this country. (*Cur. adv. vult.*)

LORD MERRIMAN, P., said that the Treasury Solicitor had assisted the court, and instructed counsel, in view of the general interest of the point at issue. The practice had grown up in cases of persons dying domiciled abroad of making grants of administration to those persons who, according to English law and practice, would have been entitled to a grant if the deceased had died domiciled in this country. The registrars in 1950 had unanimously come to the conclusion that that practice was wrong, and that, speaking generally, the proper course was to make a grant to the person who had been entrusted with the administration by the court of the deceased's domicile or who was entitled to administer the estate by the law of the domicile, without prejudice to the right to make a grant to other persons by virtue of the discretionary powers of the court under s. 162 of the Judicature Act, 1925 (as amended).

The practice laid down by the procedure direction was fully supported by authority (see *In the Goods of Earl* (1867), L.R. 1 P. & D. 450; *In the Goods of Briesemann* [1894] P. 260). *In the Estate of Humphries* [1934] P. 78, was to the same effect, although cited in certain text-books as authority for the proposition that it was optional whether to apply for the grant according to English law or to the law of the domicile. The point of the decision in *Duncan* v. *Lawson* (1889), 41 Ch.D. 394, was that, owing to the natural immobility of leaseholds as distinct from movables properly so called, the accidental *situs* of which was disregarded, their devolution must follow the law of their situation and not that of the person. See also *Pepin* v. *Bruyère* [1902] 1 Ch. 24.

To avoid, however, any implication that the language of the procedure direction fettered the discretion of the court, he (his lordship) would re-state the practice as follows: "Whether the applicant is a person who has been entrusted with the administration by the court of the domicile, or is merely entitled by the law of the domicile to administer, although no such grant has been obtained, it is perfectly correct that the grant should be made as a 'section grant'." But in his (his lordship's) opinion

it was desirable that it should appear on the face of the grant in which of these capacities the deceased was being given the grant.

Although the smallness of the estate was not by itself a sufficient reason for a special order in this case, the case was, however, an exceptional one. In the special circumstances, it was manifestly convenient that having obtained the grant to the estate of the deceased's sister, who was the only person entitled by Dutch law to the deceased's estate, the applicant should administer the deceased's estate also. He (his lordship) was therefore prepared in these circumstances to make an order under the section in the applicant's favour.

APPEARANCES: *A. Richard Ellis* (*Hardman, Phillips and Mann*); *Hon. Victor Russell* (*Treasury Solicitor*).

[Reported by JOHN B. GARDNER, Esq., Barrister-at-Law.]

HUSBAND AND WIFE : CRUELTY : NON-COHABITATION CLAUSE : VARIATION

Haynes *v.* Haynes

Lord Merriman, P., and Pearce, J. 24th June, 1952

Appeal to Divisional Court.

The parties were married in 1947. In March, 1952, the wife was granted an order by the Banbury Borough justices on the ground of persistent cruelty. The order included a non-cohabitation clause. Lord Merriman, P., summarised the burden of the wife's complaint as a case of what was conveniently called, with the authority of the House of Lords, "mental cruelty." Although she was perfectly competent to look after the child of the marriage, "this marriage was broken up by the interference of the husband's parents, who appear to have dominated him, and, in particular, to have 'got at' the wife, as she put it, through the child, so as to make her life intolerable. The husband's mother had been a trained children's nurse, and practically never let the child alone, she was in and out the whole time, and she was always criticising the wife about it." When the wife complained that she could not stand it any longer and that it was breaking up her health (as a doctor confirmed to be the case) the husband abused her and took his parents' side.

LORD MERRIMAN, P., said that it had been conceded that it was difficult to argue that there was no evidence to justify the finding of persistent cruelty; but it had been contended that it was not a case for a separation order. The husband had admitted that his wife had suffered because his parents interfered with the child, and that he had called her "a miserable devil" because she wanted the child to herself. The parents had dominated the marriage. The husband had always supported them, and had abused the wife when she showed resentment. It was not a case of extreme cruelty, but near the bone; but he would not reverse the finding. Neither was he prepared to modify the order in so far as it contained a separation order. But it was highly desirable that it should be understood that the door was not necessarily bolted and barred for ever. (He referred to *Hutchison* v. *Hutchison* [1951] W.N. 296.) His lordship continued: "In my opinion it is open to the husband, if he has learnt his lesson, and if he is prepared to realise that it is his fault that the marriage has broken up and that this separation order has been made, to approach the wife and the court in that frame of mind; and I know of no legal impediment to an application to the court under s. 7 of the Summary Jurisdiction (Married Women) Act, 1895, for a variation of the order by eliminating the non-cohabitation clause. . . . Given a new set of circumstances which, of course, will clearly amount to fresh evidence and good cause under the section, it is open to them to vary the order in this respect, as in every respect."

PEARCE, J., concurring, referred to the problem of the older generation, if too possessive and affectionate, finding it difficult to realise that their children must lead their own lives. When matters had gone to the length they had gone in the present case, the justices were entitled to call it persistent cruelty. Appeal allowed.

APPEARANCES: *Norman Lermon* (*Kingsford, Dorman & Co.*, for *Dawe & Co.*); *Anthony L. Gordon* (*Preston, Lane-Claypon and O'Kelly*, for *Cole & Cole*, Oxford).

[Reported by JOHN B. GARDNER, Esq., Barrister-at-Law.]

PROBATE : WILL : POSITION OF TESTATOR'S SIGNATURE

In the Estate of Harris, deceased; Murray *v.* Everard

Willmer, J. 14th July, 1952

Probate action.

The deceased wrote her alleged last will upon a small sheet of paper some four inches square. Across the top were the words, "My last will and testament." Immediately below these words, but on the right-hand side, was her signature. Below her signature were the bequests. Opposite certain of these bequests, but at right angles to them and along the right-hand side were the date (24th July, 1950) and the signatures of the witnesses. Other bequests were written below the signature of the witnesses. The whole of the paper was covered with writing. The deceased died in February, 1951, and the plaintiff sought to propound an earlier will.

WILLMER, J., granted probate of the earlier will. He said that he must be satisfied in respect of the document of 1950 that it was apparent on the face of the document that the testatrix had intended to give effect by her signature to the document as a whole, in view of the position of her signature, within the meaning of s. 1 of the Wills Act Amendment Act, 1852. But for certain decisions he (his lordship) would have thought it barely open to him to consider that a signature in the top right-hand corner might come within the provisions of the Act. His lordship considered and distinguished *In the Goods of Hornby, deceased* [1946] P. 171; *In the Estate of Roberts, deceased* [1934] P. 102; *In the Goods of Usborne, deceased* (1909), 25 T.L.R. 519, and said that the nearest case to the present was *In re Stalman, Stalman* v. *Jones* [1931] W.N. 143; 145 L.T. 339. In that case the Court of Appeal had refused probate and he felt bound to follow that decision, which confirmed the view which he would have reached unassisted. Judgment for plaintiff.

APPEARANCES: *A. H. Ormerod* (*Knapp-Fisher, Wartnaby and Blunt*); *A. Richard Ellis* (*Ellis, Peirs & Co.*).

[Reported by JOHN B. GARDNER, Esq., Barrister-at-Law.]

SURVEY OF THE WEEK

STATUTORY INSTRUMENTS

Agriculture Act (Part I) Extension of Period Order, 1952. (S.I. 1952 No. 1501.)

Chocolate Sugar Confectionery and Cocoa Products (Amendment No. 3) Order, 1952. (S.I. 1952 No. 1504.)

Coffee (Revocation) Order, 1952. (S.I. 1952 No. 1523.)

Consular Conventions (United States of America) Order, 1952. (S.I. 1952 No. 1416.)

Control of Paper (Newspapers) (Economy) Order, 1952. (S.I. 1952 No. 1519.) 5d.

Copper and Zinc Prohibited Uses (Board of Trade) (Amendment No. 2) Order, 1952. (S.I. 1952 No. 1511.)

Copper and Zinc Prohibited Uses (Minister of Supply) (No. 4) Order, 1952. (S.I. 1952 No. 1516.)

Exchange Control (Payments) Order, 1952. (S.I. 1952 No. 1515.) 8d.

Indian Military Service Family Pension Fund (Amendment) Rules, 1952. (S.I. 1952 No. 1502.)

Indian Military Widows' and Orphans' Fund (Amendment) Rules, 1952. (S.I. 1952 No. 1503.)

London Traffic (Lower Ham Road, Kingston-upon-Thames) Regulations, 1952. (S.I. 1952 No. 1506.)

Meat (Rationing) (Amendment No. 5) Order, 1952. (S.I. 1952 No. 1507.)

Retention of Cables, Mains and Pipes under Highways (Lincolnshire–Parts of Lindsey) (No. 1) Order, 1952. (S.I. 1952 No. 1496.)

Safeguarding of Industries (Exemption) (No. 5) Order, 1952. (S.I. 1952 No. 1492.) 8d.

Stopping up of Highways (Hampshire) (No. 3) Order, 1952. (S.I. 1952 No. 1497.)

Stopping up of Highways (Portsmouth) (No. 5) Order, 1952. (S.I. 1952 No. 1509.)

Wear and Tees River Board Transfer Order, 1952. (S.I. 1952 No. 1525.)

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 102–103 Fetter Lane, E.C.4. The price in each case, unless otherwise stated, is 4d., post free.]

NOTES AND NEWS

Honours and Appointments

Mr. T. H. BISHOP, borough coroner for Derby and Burton, has been appointed coroner for South Derbyshire in succession to Mr. A. N. Whiston, who is retiring after holding the office for thirty years.

Personal Notes

Mr. Colin Leigh, solicitor, of Blackburn, was married on 14th August to Miss Joyce Johnson, of Blackburn.

Miscellaneous

DEVELOPMENT PLANS

COUNTY DEVELOPMENT PLAN FOR DERBYSHIRE

The above development plan was on the 15th August, 1952, submitted to the Minister of Housing and Local Government for approval. It relates to land situate within the Administrative County of Derby, excluding the portion of the said county within the Peak District National Park, and comprises land within the undermentioned districts. A certified copy of the plan as submitted for approval has been deposited for public inspection at the following addresses:—

County Planning Office, 8A Bold Lane, St. Mary's Gate, Derby.

Peak Area Planning Office, R.D.C. Offices, Bath Street, Bakewell.

Chesterfield Area Planning Office, Town Hall, Chesterfield.

Certified copies or extracts of the plan so far as it relates to the undermentioned districts have also been deposited for public inspection at the places mentioned below—

Mid-Derbyshire Area Planning Office, King Street, Belper;

South-Derbyshire Area Planning Office, 120 Osmaston Road, Derby;

and at the offices of the district councils concerned, as follows:—

County District	Address
Buxton Borough	Town Hall, Buxton
Chesterfield Borough	Town Hall, Chesterfield
Glossop Borough	Town Hall, Glossop
Ilkeston Borough	Town Hall, Ilkeston
Ashbourne Rural District	Compton Offices, Ashbourne
Bakewell Rural District	R.D.C. Offices, Bakewell
Belper Rural District	Field Head House, Chesterfield Road, Belper
Blackwell Rural District	Dale Close, 100 Chesterfield Road South, Mansfield
Chapel-en-le-Frith Rural District	Council Offices, Chapel-en-le-Frith
Chesterfield Rural District	Rural Council House, Saltergate, Chesterfield
Clowne Rural District	Council Offices, Clowne, near Chesterfield
Repton Rural District	The Poplars, Rolleston Road, Burton-upon-Trent
Shardlow Rural District	R.D.C. Offices, 4 Full Street, Derby
Alfreton Urban District	Council Offices, Cornhill House, Alfreton
Ashbourne Urban District	Compton Offices, Ashbourne
Belper Urban District	Council Offices, King Street, Belper
Bolsover Urban District	Council Offices, Bolsover, near Chesterfield
Clay Cross Urban District	Council Offices, Clay Cross, near Chesterfield
Dronfield Urban District	Manor House, Dronfield, near Sheffield
Heanor Urban District	Council Offices, Heanor
Long Eaton Urban District	Town Hall, Long Eaton
Matlock Urban District	Town Hall, Matlock
New Mills Urban District	Council Offices, New Mills, near Stockport
Ripley Urban District	Town Hall, Ripley
Staveley Urban District	Council Offices, Lowgates, Staveley, near Chesterfield
Swadlincote Urban District	Council Offices, Swadlincote, near Burton-on-Trent
Whaley Bridge Urban District	Council Offices, Whaley Bridge
Wirksworth Urban District	Town Hall, Wirksworth

The copies or extracts of the development plan so deposited are available for inspection, free of charge, by all persons interested at the places mentioned above during normal office hours. Any objection or representation with reference to the plan may be sent in writing to the Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before the 28th October, 1952, and any such objection or representation should state the grounds upon which it is made. Persons making an objection or representation may register their names and addresses with the county council and will then be entitled to receive notice of the eventual approval of the plan.

COUNTY OF YORK, EAST RIDING, DEVELOPMENT PLAN

The above development plan was on the 27th June, 1952, submitted to the Minister of Housing and Local Government for approval. The plan relates to land situate within the Administrative County of York, East Riding, and comprises land within the undermentioned districts. A certified copy of the plan as submitted for approval has been deposited for public inspection at the County Planning Office, Lairgate, Beverley. Certified copies or extracts of the plan so far as it relates to the undermentioned districts have also been deposited for public inspection at the offices of the local authority at the places mentioned below:—

District	Place of Deposit
Beverley Borough	The Hall, Lairgate, Beverley
Beverley Rural District	The Surveyor's Office, 36 Market Place, Beverley
Bridlington Borough	The Borough Engineer's Office, Town Hall, Quay Road, Bridlington
Bridlington Rural District	Midland Bank Chambers, Westgate, Bridlington
Derwent Rural District	1 Abbey Place, Selby
Driffield Urban District	Eastgate South, Driffield
Driffield Rural District	West Garth, Mill Street, Driffield
Filey Urban District	Council Offices, Black Cliff Head, Filey
Haltemprice Urban District	Anlaby House, Anlaby
Hedon Borough	Town Hall, St. Augustine's Gate, Hedon
Holderness Rural District	Council Offices, Skirlaugh
Hornsea Urban District	Elim Lodge, Cliff Road, Hornsea
Howden Rural District	14 St. John Street, Howden
Norton Urban District	Council Buildings, Scarborough Road, Norton
Norton Rural District	Welham Road, Norton
Pocklington Rural District	The Balk, Pocklington
Withernsea Urban District	Council Offices, Queen Street, Withernsea

The copies or extracts of the plan so deposited are available for inspection, free of charge, by all persons interested at the places mentioned above between 9 a.m. and 5 p.m. on all weekdays except Saturdays and Bank Holidays and on Saturday mornings between 9 a.m. and 12 noon. Any objection or representation with reference to the plan may be sent in writing to the Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before the 30th September, 1952, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the Clerk of the County Council, County Hall, Beverley, East Yorks, and will then be entitled to receive notice of the eventual approval of the plan.

PRINCIPAL ARTICLES APPEARING IN VOL. 96

5th July to 30th August, 1952

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